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1 Maureen M. Michail, State Bar No. 185097
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4 Attorneys for Defendant
5 USAA CASUALTY INSURANCE
COMPANY
6
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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 JOY DRACUP STANLEY,
11 Plaintiff,
12 vs.
13 USAA CASUALTY INSURANCE
14 COMPANY, INC., and Does 1 through
100, inclusive,
15 Defendants.

16 Case No. _____
17

**NOTICE OF REMOVAL OF
ACTION TO FEDERAL COURT
BASED ON DIVERSITY
JURISDICTION**

[28 U.S.C. § 1332; 28 U.S.C. § 1441(b)
and 1446]

18 PLEASE TAKE NOTICE that Defendant USAA CASUALTY INSURANCE
19 COMPANY, a Texas Corporation hereby removes this action from the California Superior Court
20 of the County of Los Angeles, West District **to** the United States District Court for the Central
21 District of California, based on diversity jurisdiction as follows:

22 1. On January 30, 2018, plaintiff Joy Dracup Stanley ("Plaintiff") filed a
23 complaint for damages in the Superior Court of the State of California for the County of Los
24 Angeles, entitled *Stanley v. USAA Casualty Insurance Company* designated as LASC case number
25 SC128763. A true and correct copy of plaintiff's state court complaint is attached hereto as
26 Exhibit "A."

1 2. Defendant USAA Casualty Insurance Company was served and first
2 received plaintiff's complaint on February 8, 2018 through its agent for service of process CSC.

3 3. USAA Casualty Insurance Company ("USAA CIC") filed and served its
4 answer to plaintiff's complaint in state court on February 23, 2018. A true and correct copy of
5 defendant's state court answer and demand for jury trial are attached hereto as Exhibit "B."

6 4. Besides the pleadings attached hereto – plaintiff's complaint and USAA
7 CIC's answer and demand for jury trial - USAA CIC knows of no other pleadings or orders served
8 by or upon USAA Casualty Insurance Company in the state court action.

9 5. This is a civil action over which the above-captioned Court has original
10 jurisdiction pursuant to 28 U.S.C. § 1332, in that it is a civil case between citizens of different
11 states, and the matter allegedly in controversy exceeds the sum or value of \$75,000, exclusive of
12 interest and costs.

13 6. Plaintiff is, and was at all relevant times, a citizen of the County of Los
14 Angeles, State of California. Plaintiff's Complaint, Exhibit 1, pg. 2, lns. 2-3.

15 7. Defendant USAA Casualty Insurance Company is and was at all times
16 relevant to this action, a citizen of the State of Texas in that it is incorporated and has its principal
17 place of business in Texas.

18 8. Plaintiff claims and seeks damages in excess of \$75,000 in that she alleges
19 that USAA CIC breached its insurance contract by failing to defend and indemnify her in
20 connection with an underlying litigation entitled *Park v. Joy Dracup Stanley* ("Underlying
21 Action"). In addition to breach of contract damages, plaintiff seeks bad faith damages including
22 general and special damages and attorneys' fees, plus prejudgment interest and punitive damages.
23 See Plaintiff's Complaint, Exhibit A, pg. 8, lns. 3-12.

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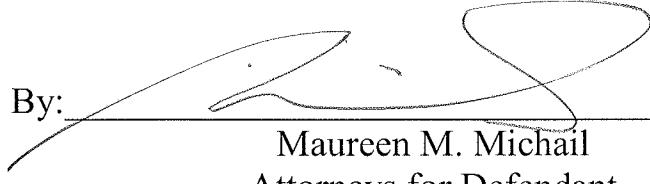
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1 9. Based on the foregoing facts, USAA Casualty Insurance Company may
2 remove this action to this Court pursuant to the provisions of 28 U.S.C. § 1441(b).

3 Date: February 28, 2018

4 DANIELS, FINE, ISRAEL,
5 SCHONBUCH & LEBOVITS, LLP

6 By:

7 
8 Maureen M. Michail
9 Attorneys for Defendant
10 USAA CASUALTY INSURANCE COMPANY

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EXHIBIT “A”

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 30 2018

Sherri R. Carter, Executive Officer/Clerk
By: Tom G. Holmes, Deputy

1 **LAW OFFICE OF MARTIN STANLEY**
2 Martin Louis Stanley, Esq. [State Bar No. 102413]
3 137 Bay Street, #2
4 Santa Monica, CA 90405
5 Telephone: (310) 399-2555
6 Facsimile: (310) 399-1190

7 *Attorney for Plaintiff, Joy Dracup Stanley*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – WEST DISTRICT

13 JOY DRACUP STANLEY, an individual,

) Case No.: **SC128763**

14 Plaintiff,

) **COMPLAINT FOR BREACH OF
CONTRACT AND BREACH OF COVENANT
OF GOOD FAITH AND FAIR DEALING**

15 v.

16 USAA Casualty Insurance Company,
17 and Does 1 through 100, inclusive,

18 Defendants.

DEMAND FOR JURY TRIAL

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CASE MANAGEMENT CONFERENCE

7-30-18

8:30 am

Date

Dgpt/C

JUDGE GERALD ROSENBERG

20180730

1 **PLAINTIFF, JOY DRACUP STANLEY, alleges as follows:**

2 1. Plaintiff Joy Dracup Stanley (hereafter "Plaintiff") is a resident of the State of California,
3 County of Los Angeles.

4 2. At all material times herein alleged, Defendant USAA Casualty Insurance Company (hereafter
5 "Defendant") is an insurer that is authorized to issue and deliver policies of liability in the State of
6 California.

7 3. Plaintiff is unaware of the true identity, nature and capacity of each of the defendants designated
8 herein as a DOE. Plaintiff is informed and believes and thereon alleges that each of the defendants
9 designated herein as a DOE is in some manner responsible for the damages and injuries as are alleged in
10 this complaint. Upon learning the true identity, nature and capacity of DOE defendants, Plaintiff will
11 amend this complaint to allege their true names and capacities.

12 4. Plaintiff is informed and believes and thereon alleges that at all material times herein alleged
13 that the defendants, and each of them, were the agents, servants and employees of the other defendants,
14 and each of them.

15 5. In or around 2016, Plaintiff purchased a homeowner's insurance policy (No. 00303507092A)
16 from the defendants and each of them. This homeowner's insurance policy had effective dates of
17 coverage of approximately December 8, 2016 through and including December 8, 2017.

18 6.. Plaintiff is the named insured under the homeowner's insurance policy.

19 7. Plaintiff is an insured under the homeowner's insurance policy for liabilities covered by the
20 policy arising out of Plaintiff's activities.

21 8. **Dwelling Policy, DP-3(02), 08-13, effective 12/01/2016 to 12/01/2017, SECTION II –
22 LIABILITY COVERAGES, page 21 of 31, states as follows:**

23 **COVERAGE L – Personal Liability**

24 If a claim is made or a suit is brought against any **Insured** for damages because of **bodily injury**
25 or **property damage** arising out of the ownership, maintenance, occupancy or use of the **insured**
26 locations and caused by an **occurrence** to which this coverage applies, we will:

27 1. Pay up to our limit of liability for the damages for which the **insured** is legally liable;
28 and

1 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless,
2 false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our
3 duty to settle or defend ends when the amount we pay for damages resulting from the occurrence
4 equals our limit of liability. This coverage does not provide defense to any insured for criminal
5 prosecution or proceedings.

6 **DEFINITIONS**

7 3. **Bodily injury** means physical injury, sickness or disease, including required care, loss of
8 services and death that results.

9 14. **Occurrence** means an accident, including continuous or repeated exposure to substantially
10 the same general harmful conditions, which results, during the policy period in: a. **Bodily injury;** or b.
11 **Property damage.**

12 19. **Property damage** means physical damage to or destruction or tangible property, including
13 loss of use of this property.

14 9. On or about June 22, 2017, Michelle Park filed a complaint in the Los Angeles Superior Court
15 (Case No. SC127729) entitled Michelle Park v. Joy Dracup Stanley (hereafter "the Park lawsuit").

16 10. The complaint in the Park lawsuit alleges, inter alia, that Plaintiff trespassed and acted
17 negligently in connection with Plaintiff's neighboring property that was owned by Michelle Park.

18 11. After being served with the summons and complaint in the Park lawsuit, Plaintiff timely and
19 duly tendered the defense of the action to the defendants, and each of them. Defendants subsequently
20 acknowledged the receipt of the tender of defense.

21 12. Defendants, and each of them, failed to conduct a prompt full and complete investigation of
22 the facts and circumstances giving rise to the claims asserted in the Park lawsuit. Subsequently, the
23 defendants and each of them, denied the tender of the defense and denied plaintiff's claim in its entirety.

24 13. Defendants, and each of them, failed and refused to:

25 A. Conduct a prompt, full and complete investigation of the claims in addition to those
26 matters which were alleged in the pleadings filed in the Park lawsuit;

27 B. Defend their insured from the claims asserted in the Park lawsuit;

28 C. Indemnify their insured from the claims asserted in the Park lawsuit;

D. Conduct any investigation after they rejected the tender of defenses and the Plaintiff advised defendants that they had failed to conduct a proper investigation into the circumstances surrounding the claims asserted in the Park lawsuit;

E. Advise Plaintiff in a timely manner regarding the status of the claim and the need of the defendants for additional time to respond to Plaintiff's claim; and

F. Promptly respond to communications with respect to the claim.

14. Had the defendants and each of them conducted a reasonable investigation of the claim, the defendants and each of them would have defended plaintiff from any and all claims in the lawsuit and indemnified plaintiff from the claims asserted in the Park lawsuit.

15. Plaintiff has performed all of her obligations under each of the contracts identified above, except for those obligations which because of the breach by the defendants, or any of them, of their obligations, Plaintiff has been excused or prevented from performing.

FIRST CAUSE OF ACTION

(By Plaintiff Against All Defendants For Breach of Contract)

16. Plaintiff hereby incorporates by reference each and every allegation contained in paragraphs 1 through 15 as though fully set forth at length.

17. Plaintiff is informed and believes and thereon alleges that defendants, and each of them, breached their obligation under the homeowner's insurance policy in the following manner:

A. By delaying in making any determination under all potentially applicable coverages as to whether or not any defense was owed by the defendants, or any of them, to the Plaintiff for the claims arising out of the Park lawsuit;

B. By failing to conduct a full and complete investigation into the facts and circumstances of the claims asserted against Plaintiff in the Park lawsuit;

C. By failing and refusing to defend the Plaintiff from the claims asserted in Park lawsuit;

D. By failing and refusing to indemnify Plaintiff from the claims asserted in the Park lawsuit; and

E. By doing each of the acts or omissions alleged in paragraph 14.

18. Plaintiff is informed and believes that the defendants, and each of them, failed and refused to conduct an investigation into the facts and circumstances of the claims asserted against Plaintiff in the

1 Park lawsuit. As a result of the breaches of contract by the defendants, or any of them, to conduct any
2 investigation in the facts and circumstances of the claims asserted against Plaintiff, Plaintiff has been
3 damages, injured and prejudiced. Plaintiff was required to retain counsel and defend herself against the
4 claims asserted against her.

5 19. As a result of the failure and refusal of the defendants, or any of them, to conduct an
6 investigation, the defendants and each of them are estopped from relying upon any subsequently
7 discovered information to support their rejection of Plaintiff's tender of her defense in the Park lawsuit.

8 20. As a result of the failure and refusal of the defendants, or any of them, to conduct an adequate,
9 full and/or complete investigation, the defendants and each of them are deemed to have waived any
10 obligation on the part of Plaintiff to cooperate with the defendants and each of them in defense of the
11 Park lawsuit.

12 21. As a direct and proximate result of the breach by the defendants of their obligations under the
13 homeowner's insurance policy, Plaintiff has been damaged as follows:

14 A. Plaintiff has been required to retain attorneys to defend herself from the claims asserted
15 in the Park lawsuit all in an amount to be proved at time of trial, and plaintiff is facing the potential
16 claims without the indemnification and/or potential indemnification that was due and owing under the
17 policy; and

18 B. General damages in an amount to be proved at time of trial.

19 22. Plaintiff is informed and believes and thereon alleges that the denial of benefits, as alleged in
20 this Complaint, was vexatious and without reasonable cause, as alleged in this Complaint. Pursuant to
21 Insurance Code section 1619, Plaintiff is entitled to reasonable attorney fees incurred in prosecuting this
22 action in an amount to be proved at time of trial.

23 **SECOND CAUSE OF ACTION**

24 (By Plaintiff Against All Defendants For Breach of the Covenant of Good Faith and Fair Dealing)

25 23. Plaintiff hereby incorporates by reference each and every allegation contained in paragraphs 1
26 through 22 as though fully set forth at length.

27 24. Plaintiff is informed and believes and thereon alleges that the defendants and each of them
28 breached the implied covenant of good faith and fair dealing arising out of the homeowner's insurance
policy, in the following respects:

1 A. The defendants, and each of them, unreasonably and without proper cause failed and
2 refused to conduct a full, complete and or adequate investigation into the facts which gave rise to the
3 claims asserted in the Park lawsuit;

4 B The defendants, and each of them unreasonably and narrowly interpreted the
5 homeowner's insurance policy in a manner calculated to deny benefits due to the Plaintiff under the
6 policy;

7 C. The defendants, and each of them, unreasonably refused to pay for the defense of the
8 Park lawsuit; and

9 D. The defendants, and each of them, unreasonably refused to pay for any settlement,
10 indemnity and/or potential indemnity of the Park lawsuit.

11 25. The denial of benefits claimed by Plaintiff under the homeowner's insurance policy was done
12 by the defendants without reasonable cause. Defendants knew that a duty to defend was owed to
13 Plaintiff, yet refused to provide such a defense. As a direct and proximate result of the unreasonable
14 conduct of the defendants, and each of them, Plaintiff has been required to retain attorneys to obtain
15 benefits due to her under the policy, and/or to face the Park claim without indemnity and/or potential
16 indemnity. Plaintiff has suffered emotional distress as a direct result of the conduct of the defendants
17 and each of them.

18 26. As a direct result of the tortious conduct of the defendants and each of them, Plaintiff was
19 damaged and injured. Plaintiff, is therefore, entitled to recover:

20 A. Reasonable attorney fees incurred by Plaintiff in obtaining policy benefits in an amount
21 to be proved at trial;

22 B. Plaintiff is entitled to an award of general damages as compensation for her emotional
23 distress in an amount that is to be proved at time of trial; and

24 C. Attorneys fees incurred in defending the Park lawsuit, and/or the amount of any
25 settlement and/or indemnity and/or judgment in the Park lawsuit including but not limited to any
26 settlement payments made by Plaintiff.

27 27. Plaintiff is informed and believes and thereon alleges that the defendants, and each of them,
28 intentionally engaged in a course of conduct which was intended to oppress Plaintiff and to dissuade
Plaintiff, and her counsel from seeking benefits due to Plaintiff under the policy.

1 28. The refusal of the defendants and each of them to carry out their obligations under the
2 insurance policy to investigate, defend, indemnify and to promptly communicate their coverage position
3 to their insured, and the acts of their agents were all done in a conscious disregard of the rights of the
4 Plaintiff to receive the benefits due her under the policy. The acts were committed both by employees
5 of the defendant, which ratified their actions, and by the management, which reviewed the matters
6 alleged herein, and agreed with the actions which resulted from knowing and intentional denials of the
7 duty to defend, duty to indemnify, and/or other policy benefits. These acts were done with the
8 knowledge and approval and ratification of the defendants and each of them. These acts continued even
9 after the Plaintiff protested to the defendants and Plaintiff was powerless to obtain from the defendants a
10 compliance with their obligations. Plaintiff is therefore entitled to recover punitive damages.

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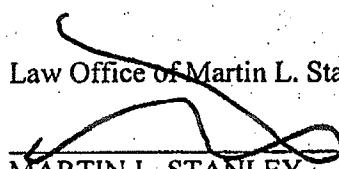
PRAYER FOR RELIEF

WHEREFORE, Plaintiff JOY DRACUP STANLEY prays that:

- A. For damages according to proof for breach of contract, including costs of defense incurred by Plaintiff in her defense of the claims in the Park lawsuit and that amounts paid settlement of those claims including indemnification and/or potential indemnification;
- B. For general and compensatory damages including, but not limited to, injuries resulting from humiliation, mental anguish and emotional distress according to proof;
- C. For attorney fees incurred in bringing this action pursuant to Insurance Code section 1619;
- D. For attorney fees incurred in obtaining policy benefits, as provided by law; and
- E. For prejudgment interest in an amount to be proved at time of trial;
- F. For punitive damages in an amount sufficient to deter and make an example of defendants;
- G. For costs of suit incurred herein; and
- H. For such other and further relief as the court may deem just and proper.

Dated: January 30, 2018

~~Law Office of Martin L. Stanley~~


MARTIN L. STANLEY
Attorney for Plaintiff,
Joy Dracup Stanley

REQUEST FOR JURY TRIAL

Plaintiff demands trial by jury.

Dated: January 30, 2018

~~Law Office of Martin L. Stanley~~

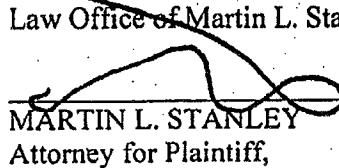

MARTIN L. STANLEY
Attorney for Plaintiff,
Joy Dracup Stanley

EXHIBIT “B”

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2 SCHONBUCH & LEBOVITS, LLP
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3 Maureen M. Michail, SBN 185097

4 Attorneys for Defendant
5 USAA CASUALTY INSURANCE
COMPANY

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 23 2018
Sherri R. Carter, Executive Officer/Clerk
By: Marcos Mariscal Deputy

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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF LOS ANGELES - WEST DISTRICT

9

10 JOY DRACUP STANLEY, an individual,

11 Plaintiff,

12 vs.

13 USAA Casualty Insurance Company,
14 and Does 1 through 100, inclusive,

15 Defendants.

16 Case No. SC128763
17 [Complaint Filed: January 30, 2018]

18 USAA CASUALTY INSURANCE
COMPANY'S ANSWER TO PLAINTIFF'S
COMPLAINT FOR BREACH OF
CONTRACT AND BREACH OF
COVENANT OF GOOD FAITH AND FAIR
DEALING; DEMAND FOR JURY TRIAL

19 COMES NOW Defendant USAA CASUALTY INSURANCE COMPANY, a
20 Texas Corporation ("USAA CIC"), for itself alone, and answers plaintiff's complaint herein as
21 follows:

22 1. Pursuant to the provisions of section 431.30(d) of the Code of Civil Procedure
23 of the State of California, USAA CIC denies generally and specifically, each and every, all and
singular, the allegations contained in said complaint, and each and every cause of action therein
set forth, and specifically denies that plaintiff has been injured and/or damaged in the amounts
therein alleged or in any other amount or amounts or at all, by an act or omission on the part of
USAA CIC.

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FIRST AFFIRMATIVE DEFENSE

(Failure To State Facts)

2. The complaint and each and every cause of action therein set forth, fails to state facts sufficient to constitute a cause of action against USAA CIC.

SECOND AFFIRMATIVE DEFENSE

(No Duty To Defend)

3. USAA CIC had/has no duty to defend or indemnify plaintiff in the underlying action entitled, *Park v. Stanley*, Los Angeles Superior Court Case No. SC127729; thus, plaintiff cannot state a claim for breach of contract or bad faith against USAA CIC.

THIRD AFFIRMATIVE DEFENSE

(Statute Of Limitations)

4. The action is barred by the statutes of limitations at California Code of Civil Procedure Sections 337, 338, 339, and 343 and by contractual limitations period set forth in the USAA CIC Policy at issue in plaintiff's complaint.

FOURTH AFFIRMATIVE DEFENSE

(Laches)

5. This action is barred by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

(No Coverage)

6. USAA CIC alleges that the complaint, and each and every purported claim asserted therein, is barred by the terms, conditions and covenants of the USAA CIC policy at issue in plaintiff's complaint.

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SIXTH AFFIRMATIVE DEFENSE

(Mitigation Of Damages)

7. To the extent plaintiff failed to mitigate any damages allegedly sustained, any recovery by plaintiff against USAA CIC must be reduced accordingly.

SEVENTH AFFIRMATIVE DEFENSE

(Failure To State A Claim For “Bad Faith”)

8. Plaintiff's complaint fails to state facts sufficient to allege a cause of action against USAA CIC for breach of the implied covenant of good faith and fair dealing.

EIGHTH AFFIRMATIVE DEFENSE

(Punitive Damages)

9. Plaintiff's claim for punitive or exemplary damages violates the United States Constitution, as applied to the States through the Fourteenth Amendment. Furthermore, the complaint fails to allege facts demonstrating malice, oppression or fraud.

NINTH AFFIRMATIVE DEFENSE

(No Economic Loss)

10. Plaintiff cannot maintain a claim against USAA for breach of the implied covenant of good faith and fair dealing since she did not incur any actual financial out-of-pocket loss as a result of any alleged “bad faith” on the part of USAA.

TENTH AFFIRMATIVE DEFENSE

(Implied Covenant Of Good Faith And Fair Dealing)

11. At all times relevant, USAA CIC acted reasonably, in good faith, with proper cause, and in conformity with California law and the USAA CIC policy.

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ELEVENTH AFFIRMATIVE DEFENSE

(Genuine Dispute)

12. USAA CIC reasonably and genuinely disputed its obligation to defend and/or indemnify plaintiff in connection with the underlying action. Such a “genuine dispute” regarding USAA CIC’s obligations forecloses plaintiff’s “bad faith” claim.

TWELFTH AFFIRMATIVE DEFENSE

(No Obligation to Pay Pre-Tender Fees or Costs or Fees Not Actually Incurred)

13. Under the USAA CIC Policy and California case law, USAA CIC has no obligation to pay fees and/or costs voluntarily incurred by plaintiff before she tendered her defense to USAA CIC in writing, or for which plaintiff is not legally obligated to pay in connection with the underlying action

THIRTEENTH AFFIRMATIVE DEFENSE

(Reservation Of Rights To Add Defenses)

14. USAA CIC alleges that it may have other, separate and additional defenses of which it is not presently aware, and hereby reserves the right to assert them by amendment to this answer when discovery is complete.

WHEREFORE, USAA prays that plaintiff take nothing by way of her complaint on file herein; that judgment be entered in favor of USAA CIC and against plaintiff, together with costs of suit and such other and further relief as the court deems just and proper.

Date: February 22, 2018

DANIELS, FINE, ISRAEL,
SCHONBUCH & LEBOVITS, LLP

By:

Maureen M. Michail
Attorneys for Defendant
USAA CASUALTY INSURANCE COMPANY

DEMAND FOR JURY TRIAL

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that defendant USAA CASUALTY INSURANCE COMPANY (“USAA CIC”) hereby demand(s) trial by jury of the above-entitled action.

Date: February 22, 2018

DANIELS, FINE, ISRAEL,
SCHONBUCH & LEBOVITS, LLP

By:

Maureen M. Michalitz

Matthew M. McLean
Attorneys for Defendant

Attorneys for Defendant

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PROOF OF SERVICE

1 State of California)
1 County of Los Angeles)

2 I am a resident of the State of California, over the age of eighteen years, and not a party to the
3 within action. My business address is 1801 Century Park East, Ninth Floor, Los Angeles,
4 California 90067. On February 22, 2018, I served the within document(s): USAA CASUALTY
5 INSURANCE COMPANY'S ANSWER TO PLAINTIFF'S COMPLAINT FOR BREACH OF
CONTRACT AND BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
DEMAND FOR JURY TRIAL by placing a true copy thereof in sealed envelopes as stated on the
attached mailing list.

6 **BY FACSIMILE TRANSMISSION** I transmitted said document(s) via facsimile
7 machine pursuant to C.R.C. rule 2.306 to fax number FACSIMILE NUMBER. The
facsimile machine I used complied with rule 2.306 and no error was reported by the
8 machine. Pursuant to rule 2.306, I caused the machine to print a transmission record of
the transmission, a copy of which is attached to this declaration.

9 **BY MAIL** I am "readily familiar" with the firm's practice of collection and
10 processing correspondence for mailing. Under that practice a true copy would be
11 deposited with U.S. postal service on that same day with postage thereon fully prepaid
at Los Angeles, California in the ordinary course of business. I am aware that on
12 motion of the party served, service is presumed invalid if postal cancellation date or
postage meter date is more than one day after date of deposit for mailing in affidavit.

13 **BY PERSONAL SERVICE** I caused personal delivery by ATTORNEY SERVICE
of said document(s) to the offices of the addressee(s) as set forth on the attached
14 mailing list.

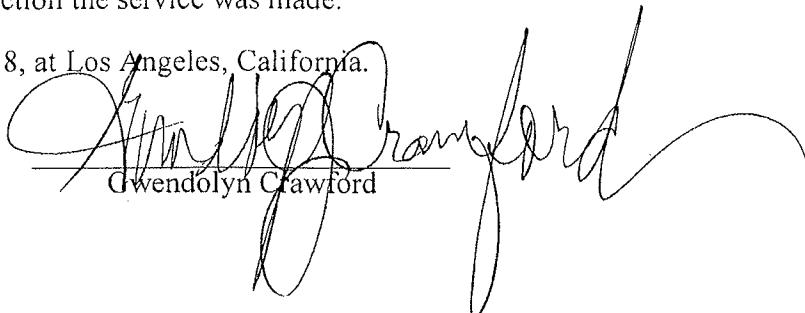
15 **BY OVERNIGHT DELIVERY SERVICE** I caused such envelope to be deposited
with an overnight delivery service (Overnite Express/Federal Express) for delivery the
16 next court day, or at most, within two court days of the above date.

17 **BY E-MAIL OR ELECTRONIC TRANSMISSION.** Based on a court order or an
agreement of the parties to accept service by e-mail or electronic transmission, I caused
18 the documents to be sent to the persons at the e-mail addresses listed on the service list.
I did not receive, within a reasonable time after the transmission, any electronic
19 message or other indication that the transmission was unsuccessful.

20 (State) I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

21 (Federal) I declare that I am employed in the office of a member of the bar of this
court at whose direction the service was made.

22 Executed on February 22, 2018, at Los Angeles, California.



Gwendolyn Crawford

SERVICE LIST

1 Martin Louis Stanley, Esq.
2 LAW OFFICE OF MARTIN STANLEY
3 137 Bay Street, #2
4 Santa Monica, CA 90405
5 Tel: 310.399.2555
6 Fax: 310.399.1190
7 *Attorney for Plaintiff, Joy Dracup Stanley*

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PROOF OF SERVICE

1 State of California)
2 County of Los Angeles)

3 I am a resident of the State of California, over the age of eighteen years, and not a party to the
4 within action. My business address is 1801 Century Park East, Ninth Floor, Los Angeles,
5 California 90067. On February 28, 2018, I served the within document(s): NOTICE OF
6 REMOVAL OF ACTION TO FEDERAL COURT BASED ON DIVERSITY
7 JURISDICTION by placing a true copy thereof in sealed envelopes as stated on the attached
8 mailing list.

9 **BY FACSIMILE TRANSMISSION** I transmitted said document(s) via facsimile
10 machine pursuant to C.R.C. rule 2.306 to fax number FACSIMILE NUMBER. The
11 facsimile machine I used complied with rule 2.306 and no error was reported by the
12 machine. Pursuant to rule 2.306, I caused the machine to print a transmission record of
13 the transmission, a copy of which is attached to this declaration.

14 **BY MAIL** I am "readily familiar" with the firm's practice of collection and
15 processing correspondence for mailing. Under that practice a true copy would be
16 deposited with U.S. postal service on that same day with postage thereon fully prepaid
17 at Los Angeles, California in the ordinary course of business. I am aware that on
18 motion of the party served, service is presumed invalid if postal cancellation date or
19 postage meter date is more than one day after date of deposit for mailing in affidavit.

20 **BY PERSONAL SERVICE** I caused personal delivery by ATTORNEY SERVICE
21 of said document(s) to the offices of the addressee(s) as set forth on the attached
22 mailing list.

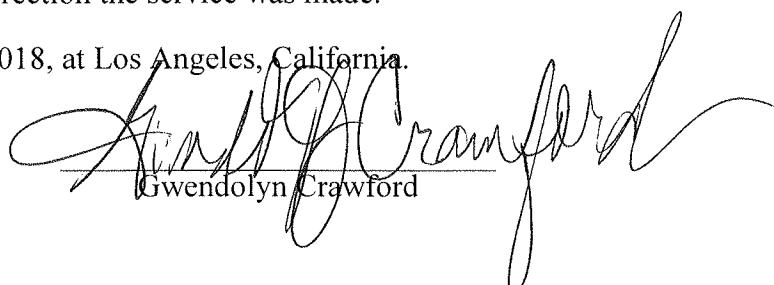
23 **BY OVERNIGHT DELIVERY SERVICE** I caused such envelope to be deposited
24 with an overnight delivery service (Overnite Express/Federal Express) for delivery the
25 next court day, or at most, within two court days of the above date.

26 **BY E-MAIL OR ELECTRONIC TRANSMISSION**. Based on a court order or an
27 agreement of the parties to accept service by e-mail or electronic transmission, I caused
28 the documents to be sent to the persons at the e-mail addresses listed on the service list.
I did not receive, within a reasonable time after the transmission, any electronic
message or other indication that the transmission was unsuccessful.

19 (State) I declare under penalty of perjury under the laws of the State of California that
20 the above is true and correct.

21 (Federal) I declare that I am employed in the office of a member of the bar of this
22 court at whose direction the service was made.

23 Executed on February 28, 2018, at Los Angeles, California.



Gwendolyn Crawford

SERVICE LIST

1 Martin Louis Stanley, Esq.
LAW OFFICE OF MARTIN STANLEY
2 137 Bay Street, #2
Santa Monica, CA 90405
3 Tel: 310.399.2555
Fax: 310.399.1190
4 *Attorney for Plaintiff, Joy Dracup Stanley*

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